

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 04-295**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **PERMANENT WASTEWATER FLOW QUANTIFICATION EQUIPMENT**

#### **MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, November 24, 2004 in the office of the Purchasing Agent, Suite 200, Southwest Wing, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**BID PROPOSAL**  
**SPECIFICATION NO. 04-295**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, November 24, 2004**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit cost</u>	<u>Total</u>
1.	Wastewater Flow Quantification Flow Meters	Six (6)	Each	\$ _____	\$ _____
Make _____ Model _____					

**BID SECURITY REQUIRED:** \_\_\_\_ YES ☒ NO

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-295**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No. FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

BID SPECIFICATIONS  
FOR PERMANENT  
WASTEWATER FLOW QUANTIFICATION EQUIPMENT

1.0 GENERAL REQUIREMENTS

1.1. Overview and Scope

- 1.1.1. Wastewater Flow Quantification Meters - The wastewater division of the City of Lincoln (Owner) intends to purchase and install six wastewater flow quantification meters (flow meters), to provide an accurate and reliable method for open channel wastewater metering needs. Flow meter measurement range and accuracy must be specified to meet the following limits:
  - 1.1.1.1. Level: up to 60 inches of depth, +/- 1.0%, +/- 0.25"
  - 1.1.1.2. Velocity: up to 20 ft/sec, +/- 0.5%, +/- 0.1 ft/sec
  - 1.1.1.3. Velocity: up to 20 ft/sec, +/- 0.5%, +/- 0.1 ft/sec
  - 1.1.1.4. Flow: +/- 5.0%, non-surcharged conditions
    - 1.1.1.4.1. Flow quantity: flow to be determined by the Continuity Equation ( $Q = \text{average velocity (V)} \times \text{the area (A)}$ ).
- 1.1.2. Flow meters must be capable of determining the level and the velocity of the wastewater without contacting said wastewater. The flow monitoring equipment must be capable of being installed and removed, easily and repeatedly, without bodily entry into the manhole or the collection system pipeline, after initial setup of any mounting system that may be required.
- 1.1.3. Contractor Obligations - The flow meter contractor shall be responsible for the manufacture, procurement and furnishing of all materials to properly place the flow meters into operation.
- 1.1.4. Contractor shall supply the Owner with Operations and Maintenance manuals for the each meter purchased. Contractor shall also provide all pertinent training for the proper installation, maintenance, field optimization, and data generation aspects of the metering process.
- 1.1.5. Contractor shall supply all software associated with the proper installation of the meters.
- 1.1.6. Contractor shall provide detailed on-site installation instructions by factory trained service personnel. Contractor assumes all liability for the safety of their employees or designees while training Owner or the Owners' designated representatives.
- 1.1.7. Contractor shall provide certification of license to all applicable patents and shall indemnify and save/hold harmless the Owner from all liabilities, judgements, damages and expenses arising from any infringement upon patents, trademarks and copyrights incorporated in or used in the performance of a successful bid/contract with the Owner.

## 2.0 Qualification and Bid Requirements.

### 2.1. Experience

- 2.1.1 The Contractor acknowledges that the wastewater system, consisting of sewage collection lines and access holes, is a hostile environment for collecting information. The Contractor is required to have extensive knowledge and expertise based on a minimum of three years of related experience in wastewater flow quantification.
- 2.1.2 The proposed meters, installation, and mounting system(s) shall have been in production for over three years and have demonstrated reliability and accuracy to the satisfaction of the Owner. Contractor agrees to supply the Owner with the specifics of three similar projects which the Contractor has designed, manufactured, started up and optimized metering equipment comparable to this specification.
- 2.1.3 Contractor agrees to submit evidence of ability to supply all equipment and services in the time frame stated in the bid proposal.
- 2.1.4 Contractor agrees to provide a minimum of eighteen months of system network support, including all applicable or pertinent software upgrades, to the Owner. This support period shall commence with the date of acceptance of the meters by the Owner, as specified in this document.

### 2.2. Detailed Technical Submittals B

2.2.1 A complete technical submittal, with descriptive brochures and engineering data covering the items of equipment offered, shall be submitted with the bid. The Technical Submittals shall describe in detail how the contractor=s equipment complies with each specification requirement of this document. Any deviations from the specifications must be noted in the Specifications Check List.

2.2.1.1. The Technical Submittal shall include a standard Operations and Maintenance Manual for the metering units.

2.2.1.2. The manual shall include all the information needed to operate and maintain the meters and shall include a discussion of equipment operations theory, a description of standard operating procedures and preventive maintenance.

### 2.3 Contractor Experience B

- 2.3.1 Contractor shall have a minimum of three (3) years of successful, documented experience in the assembly of wastewater metering equipment as it pertains to this specification.

### 2.4. Other Contractor Qualifications-

2.4.1. In determining the most acceptable bid the Owner shall also consider whether the contractor has provided evidence of the following:

- 2.4.1.1. Operations and Maintenance Qualifications - The contractor shall submit to the satisfaction of the Owner, evidence of having the manpower, facilities, equipment and a program to offer the services required by this specification.

- 2.4.1.2. Accuracy Certification - The contractor shall provide certification to the satisfaction of the Owner that the equipment, installed in the Owners' collection system, does indeed meet the specifications of the Contractor.

### 3.0 Scope of Services

#### 3.1 Performance Checklist

- 3.1.1 The Performance Checklist (found in Appendix A) will be used by the Owner to evaluate the contractor's ability to meet the specifications contained in the contractor's bid. This form, and only this form, will be used for recording the results. The completed Performance Checklist will remain with the Owner. The Contractor will receive a summary report stating pass without reservation, pass with reservation, or fail, along with reasons/explanations for reservations or failure.

#### 3.2. Installation

Each flow meter shall be completely installed and operated by the Owner or the Owners' designees.

### 4.0 Detailed Meter Specifications

- 4.1. Equipment - The equipment shall consist of flow meter(s) installed in locations at the discretion of the Lincoln Wastewater System. Due to the design of collection system and access holes, the flow metering equipment must be capable of determining depth and velocity of the wastewater without contacting said wastewater. At each location the equipment proposed by the contractor shall function as a data logger, sensor command unit and communications device. Any meter utilizing in-flow sensors are not acceptable to the Owner due to the design of the collection system. All appropriate hardware, software and instruction for successful installation of the meters shall be provided by the Contractor and will be included in any/all bids. Successful installation of the meters shall be judged solely by the Owner.

#### 4.1.1. Flow Meter

- 4.1.1.1. Housing B The controlling components shall be housed in a chemically resistant, water-tight, corrosion resistant enclosure. The enclosure shall meet NEMA 4X and 6 requirements.
- 4.1.1.2. Weight B flow meter controller shall not exceed 20 pounds.
- 4.1.1.3. Power Supply B shall be 12 volts direct current, supplied by battery or AC power converter.
- 4.1.1.4. Controller Electronics B Shall utilize internal data storage and shall be capable of flow determinations based upon user-defined intervals as desired by the Owner or the Owners' designees.
- 4.1.1.5. Data Reporting-Shall be capable of reporting all aspects of programming, including, but not limited to, depths and velocities measured, actual time of measurements, and data withdrawal (interrogation) time and date. Shall support user-defined intervals of data acquisition. All proposals MUST include statements of total data storage capability and power consumption/ battery life expectations at each data storage rate.

- 4.1.1.6. Temperature and Humidity Ranges - Shall be fully functional within temperatures between 14 and 1400 F and shall retain functionality and water-tight characteristics in atmospheres that have measured up to 90 per cent relative humidity.
- 4.1.1.7. Exterior- the exterior shell shall be molded polystyrene or like corrosion resistant material.
- 4.1.1.8. Connectors-the connectors shall be fully waterproof, corrosion resistant, and maintain full flexibility in all stated temperature ranges.
- 4.1.1.9. Data Storage- system shall be capable of storing data collected for a period of not less than two weeks at all user defined data collection intervals.
- 4.1.1.10. Data Management-all data management/retrieval software shall be included in any proposal to the Owner, and shall be compatible with Windows applications. All necessary direct communication cables shall be included. Software is to support site setup, data collection and real time readings from the system. The Contractor shall also include future data management software upgrades. Reports section of the software shall support graphical and text formats.
- 4.1.1.11. Remote Communications-shall be capable of using standard voice-grade telephone lines or equivalent remote cellular equipment.
- 4.1.1.12. Data Reliability/Integrity-all information shall be transmitted with parity and check digits. Adequate error detection and correction shall be present to ensure that no data is lost or corrupted during communications.
- 4.1.1.13. Lightning Protection-all flow meters supplied by the Contractor shall provide protection to the logger from nominal lightning surges.
- 4.1.1.14. The Contractor shall supply flow meters that support field replacement of the sensors.

## 5.0 Warranty

- 5.1 All components of the metering system including mounting hardware shall carry, as a minimum, a one-year warranty against defective materials and workmanship. Freight costs for all warranty claims shall be included at no cost to the Owner.
- 5.2 The warranty period shall commence upon successful start-up and final acceptance of the meters by the Owner. Acceptance of the meters by the Owner will not render any section of this specification moot. Furthermore the Owner reserves the right to address all situations arising after acceptance of these meters by the terms defined in this specification.

## 6.0 Recommended Spare Parts

- 6.1 Contractor shall provide a recommended list of spare parts to allow the Owner to maintain the system with minimal downtime.

Bid Specification Check List  
For  
FLOW METERS---WASTEWATER METERING EQUIPMENT

INDICATE IN THE SPACE PROVIDED: The specifications of the equipment you are proposing and indicate if you are taking any exceptions to the "Bid Specifications" and what those exceptions are. "Bidder Specified" refers to items not specifically listed (items 1 through 8).

Exception taken

1. Meter Housing\_\_\_\_\_
2. Data Acquisition Intervals\_\_\_\_\_
3. Battery Life\_\_\_\_\_
4. Temperature Range\_\_\_\_\_
5. Self Checking (Data Quality)\_\_\_\_\_
6. Self Checking (Battery Status)\_\_\_\_\_
7. Flow Determination Method\_\_\_\_\_
8. Lightning Protection\_\_\_\_\_
9. Bidder Specified (other) \_\_\_\_\_
10. Bidder Specified (other)\_\_\_\_\_
11. Bidder Specified (other) \_\_\_\_\_
12. Bidder Specified (other) \_\_\_\_\_

## EXPLANATION OF EXCEPTIONS TAKEN

No.	Exception
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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



## Proposal Submittal Check List

- 2.1 Experience \_\_\_\_\_
- 2.2 Technical Submittals \_\_\_\_\_
- 2.3 Contractor Resumes \_\_\_\_\_
- 2.4 Contractor Experience \_\_\_\_\_
- 2.5 Related Project Experience \_\_\_\_\_
- 2.6 Operations and Maintenance Qualification \_\_\_\_\_
- 2.7 Patent and Hold Harmless Certification \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **19. AFFIRMATIVE ACTION**

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **20. LIVING WAGE**

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.